

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

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BUZZARD POINT BOATYARD CORPORATION

ANACOSTIA PARK

NATIONAL CAPITAL PARKS - EAST

NATIONAL CAPITAL REGION

-000000000-

CONTRACT NO. CC300080001 EXECUTED January 6, 1988

COVERING THE PERIOD

September 1, 1986 THROUGH August 31, 1993

CONCESSIONS CONTRACT

TABLE OF CONTENTS

	<u>PAGE</u>
1. WHEREAS CLAUSES	2
2. SECTION 1. Term of Contract	2
3. SECTION 2. Accommodations, Facilities and Services	3
4. SECTION 3. Plant, Personnel and Rates	4
5. SECTION 4. Government Land and Improvements	5
6. SECTION 5. Maintenance	6
7. SECTION 6. Concessioner's Improvements	6
8. SECTION 7. Utilities	7
9. SECTION 8. Accounting Records and Reports	8
10. SECTION 9. Franchise Fee	9
11. SECTION 10. Bond and Lien	11
12. SECTION 11. Termination	11
13. SECTION 12. Compensation	12
14. SECTION 13. Assignment or Sale of Interests	14
15. SECTION 14. Approval of Subconcession Contracts	16
16. SECTION 15. Insurance and Indemnity	16
17. SECTION 16. Procurement of Goods, Equipment and Services	19
18. SECTION 17. Disputes	19
19. SECTION 18. General Provisions	20
20. SIGNATURE EXECUTION PAGE	20

EXHIBITS

- | | |
|-----------------|--|
| 1. Exhibit "A": | Government-Owned Structures Assigned |
| 2. Exhibit "B" | Nondiscrimination |
| 3. Exhibit "C" | Preferential Right to Additional Services |
| 4. Exhibit "D" | Possessory Interest Assets |
| 5. Exhibit "E" | Building Replacement Cost for Insurance Purposes |

Contract
No. CC300080001

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Buzzard Point Boatyard Corporation, a corporation organized and existing under the laws of the State of the District of Columbia, doing business as Buzzard Point Boatyard Corporation, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, Anacostia Park, National Capital Parks-East (hereinafter referred to as the "Area,") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the establishment and maintenance of such facilities and services involve a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT.

(a) This contract shall be for the term of seven (7) years from September 1, 1986, through August 31, 1993.

(b) The Concessioner shall undertake and complete a repair and upgrading program consisting of the repair or replacement of approximately 400 feet of metal floating docks. Any replacement docks proposed should complement the existing docks to the extent possible and will allow for continuity of union of each section in order to provide an uninterrupted walking surface and consistent freeboard for the entire facility. Repairs or replacement of utility systems will be conducted by a licensed contractor.

(c) The Concessioner shall start the repair and upgrading program within six months from the date of execution of this contract in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use on or before August 31, 1989.

(d) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide recreational boating facilities and services for the public within National Capital Parks-East, National Capital Region, as follows:

1. Boat slips (wet).
2. Limited land storage of trailered boats, as approved by Superintendent.
3. Refreshments through vending machines, as approved by Superintendent.
4. Sailing instructions and sailboat rental are not required under this contract, but may be provided.
5. Provide a marine sanitation device (MSD) for removing sewage from boats that require such service. This will be operational within 90 days of the execution of this contract.
6. The facilities and services being provided the public under this contract do not include the use of such for living accommodations. The concessioner will include in all slip rental agreements a stipulation that using the marina facilities as a place of residence is prohibited.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

SEC. 3. PLANT, PERSONNEL AND RATES. (a)(1) The Concessioner shall maintain and operate the said accommodations, facilities and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulations and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (c) 41 CFR, Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (d) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by P.L. 95-256 of April 6, 1978, and (e) the Architectural Barriers Act of 1968 (P.L. 90-480) which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service. The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgment, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government or a successor Concessioner at any time the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for repair, such capital investment shall be borne by the Concessioner. Such expenditures shall be consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations. Where capital improvements to Government acquired or constructed facilities supporting the concession operation, including roads, parking and utility systems, are determined by the Secretary to be necessary and economically feasible for the accommodation of park visitors they shall be made by the Concessioner. If the Secretary determines that the required improvements are necessary but economically infeasible for the Concessioner, such improvements may be made by the National Park Service subject to the availability of appropriated funds.

SEC. 5. MAINTENANCE. Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary. All repairs to the utility systems will be made by a licensed repair person. In addition, all dock repairs that may alter the walking surface, watertight integrity or the existing freeboard will be approved by the Superintendent. In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 31st day of August a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal and State income tax returns.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to one and one-half percent (1½%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner, using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the concessioner from coin-operated telephones shall be included in gross receipts.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of August of each year or portion of a year. The subconcessioner shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory

arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate, not in excess of one thousand dollars (\$1,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or in part for default at any time and may terminate this contract in whole or in part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation".

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement, and personal property plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION. (a) JUST COMPENSATION: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government, (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in Section 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory

interest. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance Where Operations are to be Continued: Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations

authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b)(1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the Concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS. All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such concession contract or agreement is approved the Concessioner shall pay to the Secretary within 60 days after the 31st day of August each year or portion of a year, a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY

(a). General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased, provide the Secretary with Certificates of Insurance and Broker's Analysis sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder. The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b). Property Insurance. The Concessioner at its cost shall secure and maintain for both Concessioner Improvements and assigned Government Improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter.

Those values currently in effect are set forth in Exhibit "E" to this contract.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings, and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages.

(1) BUILDER'S RISK - For all construction projects undertaken by the Concessioner a builder's risk policy for the amount of the construction project will be purchased by the Concessioner at the time construction commences. Upon completion of the construction commences. Upon completion of the construction project the Concessioner agrees to adjust the basic property insurance coverage as necessary, so as to include the value of the new construction.

(2) BOILER AND MACHINERY - When boilers are utilized the Concessioner shall purchase and maintain boiler and machinery insurance including coverage for direct damage. Such coverage is to be in the amount of the full replacement value of the structure in which the boiler is located.

(3) FLOOD - The Concessioner is to provide coverage as applicable.

(c). Additional Property Damage Requirements-Government Improvements, Property and Equipment.

The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of government structures will not alter their character as government structures and the Concessioner shall gain no possessory interest therein.

(d). Public Liability. The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than \$500,000 for bodily injury per person and \$500,000 per occurrence and property damage of at least \$500,000 per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the government for payment of any premium or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served or sold by the package.

The Concessioner shall also obtain the following additional coverages:

(1). Automobile Liability. The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and statutory "No-Fault" coverages, as required by the State of operation.

(2). Workers' Compensation. Statutory Workers' Compensation as required in the State of operation, Employers' Liability Coverage (Broad Form "All State" coverage, if the Concessioner operates in more than one State), Voluntary Compensation endorsement, and (Employers' Liability in states with monopolistic Workers' Compensation funds).

c. Other

The Concessioner shall also obtain the following coverages, in at least the limits set forth for Comprehensive General Liability:

Protection and Indemnity Watercraft Liability-\$750,000 total loss and \$500,000 any one loss.

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES.

In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17. DISPUTES.

(a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at National Capital Region, this
6th day of January, 1988.

UNITED STATES OF AMERICA

By Marius J. Fish
 Regional Director
 National Capital Region

CORPORATION

E. E. Coles
 Concessioner

ATTEST:

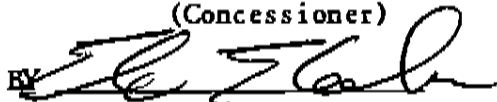
By Beverly M. Larber
 Title Concessions Analyst

Title PRES. MGR
 Date 8/25/87

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
BUZZARD POINT BOATYARD CORP.Pursuant To
CONCESSION CONTRACT NO. CC300080001

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
No. 1161	Comfort Station. No charges assessed as concessioner assumes responsibility for routine maintenance and utilities.	No charge
	402 linear feet of steel floating docks consisting of approximately 52 slips and utility lines encased in docks.	No charge
	330 linear feet of fiberglass wood trimmed floating docks consisting of approximately 22 slips.	\$1,953
	Total amount due pursuant to subsection 9(a) (1)	<u>\$1,953</u>
	Approved, effective <u>January 6, 1988</u> ,	

Buzzard Point Boatyard Corporation
(Concessioner)BY TITLE PRES.

UNITED STATES OF AMERICA

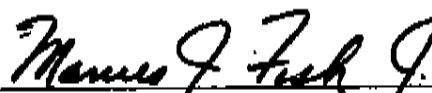
By 
Regional Director
National Capital Region

EXHIBIT "B"

CONCESSION
AUTHORIZATION NO.:
CC300080001

NONDISCRIMINATION

SECTION I
REQUIREMENTS RELATING TO EMPLOYMENT
AND
SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates

gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contract in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated

September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the ser-

vice or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U. S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART BEXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "C"

PREFERENTIAL RIGHT TO ADDITIONAL SERVICES

AREA OF PREFERENTIAL RIGHT

None.

EXHIBIT "D"

POSSESSORY INTEREST ASSETS

Pursuant to Subsection 6(a)(1)

None

EXHIBIT "E"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: Buzzard Point Boatyard Corporation

CONCESSION CONTRACT NO.: CC300080001

The replacement costs set forth herein are established for the sole purpose of ensuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

Building No.	Description	Insurance Replacement Value
No. 1161	Comfort Station	\$50,000
	402 Linear feet of steel floating docks	40,000
	330 Linear feet of fiberglass wood trimmed floating docks	40,000

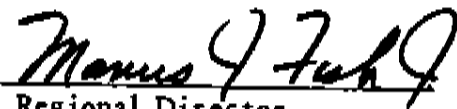
II. CONCESSIONER BUILDINGS

Building No.	Description	Insurance Replacement Value
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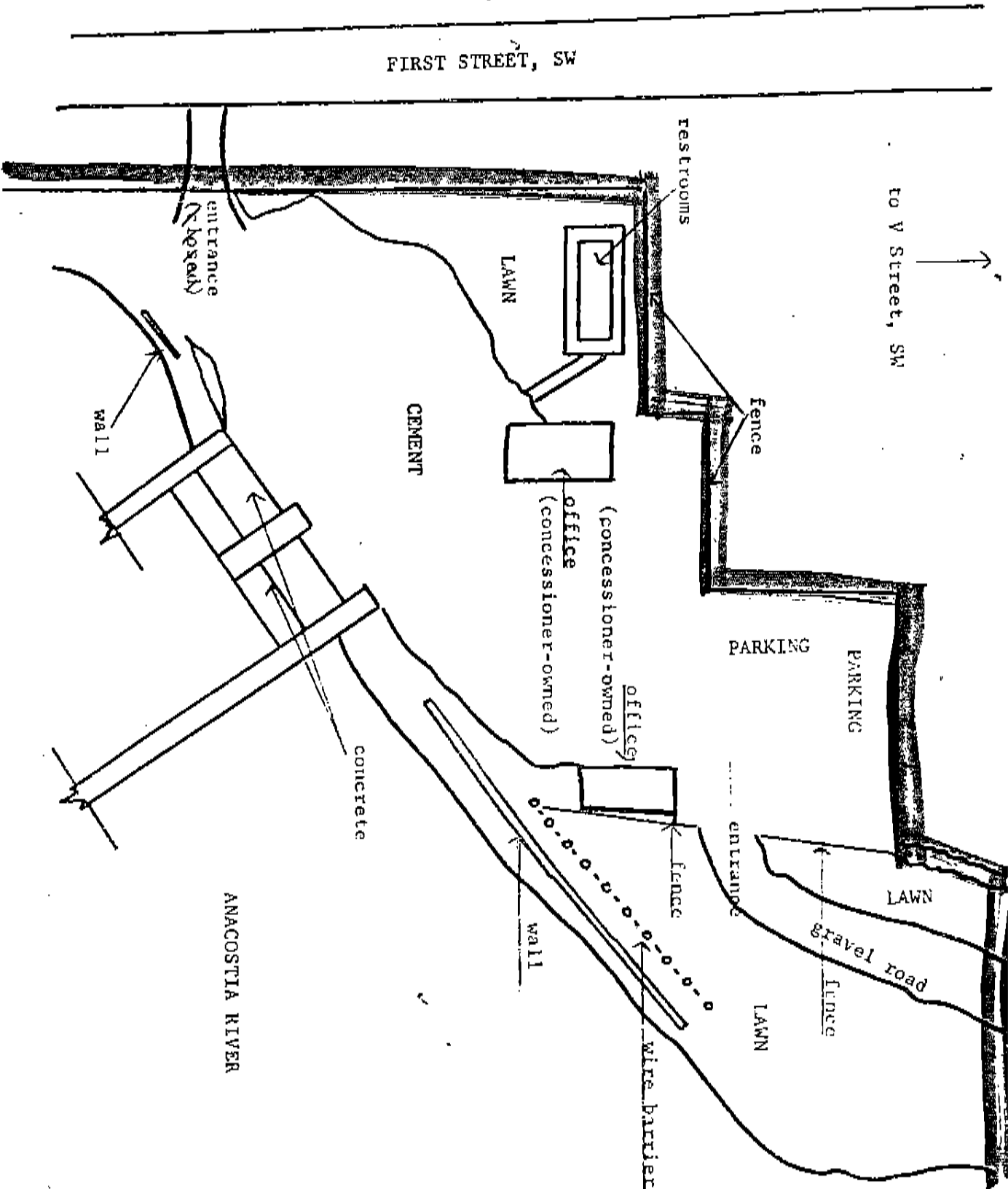
BUZZARD POINT BOATYARD CORPORATION

By Title PRES.Date 8/21/87

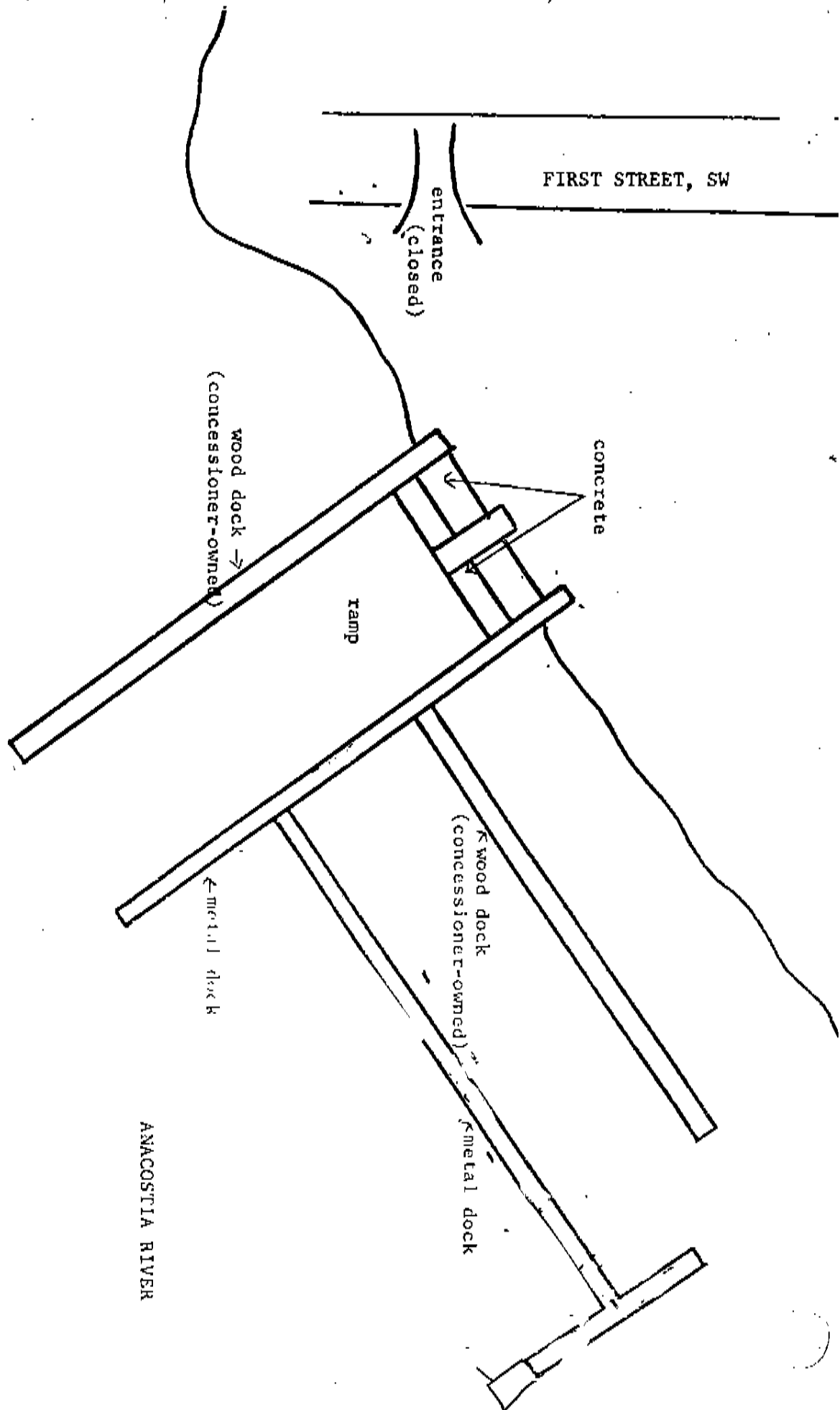
UNITED STATES OF AMERICA

By 
Regional Director
National Capital Region

BUZZARD POINT MARINA
BUZZARD POINT BOATYARD CORP.
DOCKS, RESTROOMS, OFFICES, PARKING LOT



BUZZARD POINT MARINA
BUZZARD POINT BOATYARD CORP.
Docks



Ed al

*Buzzard Pt.
C-38 1157 S. dr
1/25/88*

ANNUAL MAINTENANCE AGREEMENT

and

OPERATIONAL PLAN

Buzzard Point Marina

BUZZARD POINT BOATYARD CORPORATION

NATIONAL CAPITAL PARKS-EAST

Pursuant to Concession Contract No. CC30008001 executed on 01/06/88, the following is a maintenance agreement and rehabilitation program for the Buzzard Point Marina (Buzzard Point Boatyard Corporation), as required under Section ____ of the concession contract.

The Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation as authorized in the concession contract including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary.

General Concessioner Responsibilities

1. Buildings and/or structures, equipment and furnishings

Buildings and/or structures, equipment and furnishings assigned to the Concessioner for use under this contract are shown on Appendix I. Buildings and/or structures, equipment and furnishings owned by the Concessioner are shown on Appendix II.

All buildings and facilities shall be kept neat, presentable and free of all trash and litter; floors and/or windows shall be swept and/or cleaned as needed. The restroom will be inspected daily, cleaned in accordance with sanitary practices described in NPS 48, Chapter 21, Page 2, Public Restrooms.

All buildings and facilities will have preventative maintenance schedules established for them. The exterior of all buildings will be repaired and painted as needed, but not to exceed a four year cycle between paintings. The interior of all buildings will be repaired, and painted as needed, but not to exceed a three year cycle between paintings.

All utility elements within the buildings will be inspected weekly and repaired as needed. This will include all plumbing fixtures and related water sewer lines, all electric wiring and heating systems. Items requiring National Park Service Maintenance shall be reported immediately to the Chief of Maintenance, National Capital Parks-East (433-1163).

Docks and Boat Slips: All dock areas will be inspected weekly. All docks will be maintained in a safe condition. All dock improvements and maintenance are the responsibility of the concessioner. Any repairs required will be accomplished immediately. Any dock boxes provided will be approved in advance by the Superintendent.

The continued use of the 100 feet of wooden dock which does not meet the design criteria of the contract will be approved only on an annual basis.

All utilities serving the docks and slips will be inspected weekly and repaired as needed. All utility systems are to be maintained in accordance with National Park Service, State and local regulations.

Sail Boat Rentals: All boats used for rental purposes shall be painted as needed to present a neat and clean appearance. U.S. Coast Guard and D.C. Harbor Police requirements are applicable to this operation.

2. Grounds, lawn areas, parking areas, trees and shrubs

All areas will be policed daily, litter picked up will be placed in containers and the containers will be emptied at least weekly into sanitary pickups. Any extraneous materials serving no particular operational functions shall be removed from the premises by the Concessioner. Unclaimed and otherwise cluttering items belonging to patrons of the marina shall be removed from the premises after appropriate contacts have been made with the patrons seeking their cooperation in keeping the marina grounds clean and neat.

Lawn or grass areas will be cut and trimmed as required to maintain a uniform appearance and height. Weeds and underbrush will be cut and controlled around the perimeter fencing and along the Anacostia River bank.

Fallen tree limbs will be removed from the premises by the Concessioner. Any shrubs located in the premises shall be pruned, mulched, and fertilized by the Concessioner in accordance with National Park Service practices and procedures. Concessioner shall not undertake to remove any standing trees or shrubs, and shall inform the Superintendent, National Capital Parks-East of any hazardous trees as soon as possible for removal by the National Park Service.

3. Utilities

All utilities not otherwise mentioned in the above requirements will be inspected and maintained by the Concessioner. Repairs shall be undertaken as soon upon detection as possible by a licensed repair person in order that the system remain in good working condition at all times. All utility service charges for the restroom and other facilities are the responsibility of the concessioner.

4. Safety and Health

The Concessioner will comply with National Park Service, U.S. Public Health Service, State, U.S. Coast Guard, D.C. Harbor Police and local requirements relating to fire protection and safety and health regulations.

5. Signs

The Concessioner shall be responsible for the fabrication, installation, repair and replacement of all signs except main entrance and comfort station signs which will be the responsibility of the National Park Service.

All major signs within the area shall comply with the National Park Service standards and require the approval of the Superintendent, National Capital Parks-East, before installation. Upon detection, damaged signs shall be removed and repaired or replaced as quickly as possible.

6. Inspections

At least twice each year, the Concessioner and representatives of the National Park Service will make a physical inspection of all concession facilities in order to ensure compliance of maintenance standards set for buildings, utilities, docks, rental boats, grounds, and other improvements.

National Park Service Responsibilities

The National Park Service, National Capital Parks-East, will be responsible for the following:

Comfort Station: All major electric and below ground plumbing maintenance and repair to this facility will be accomplished by the National Park Service. The Concessioner should report any major repairs necessary as soon as possible to the Chief of Maintenance, National Capital Parks-East.

Utilities: The National Park Service will be responsible for maintaining all water systems underground.

Grounds: The National Park Service will be responsible for removal of any hazardous trees.

Signs: The National Park Service will be responsible for providing and maintaining the main entrance and comfort station signs.

Representatives of the National Park Service will participate in periodic inspections of the concession facilities to ensure compliance with maintenance standards.

MAINTENANCE AND OPERATIONAL PLAN

BUZZARD POINT MARINA
1st and V Streets, SW., Washington, D.C. 20024

IDENTIFICATION OF MANAGEMENT

Onsite Management (concessioner):

Name/Title/Address:

Buzzard Point Boatyard Corp.
Edwin E. Cohn, Manager
P.O. Box 8114 SW. Station
Washington, D.C. 20024

Telephone: 202 488-8400

Duties and Responsibilities:

Supervision of sailboat rentals, general marina services, sales of soft drinks, ice, beer, cigarettes, maintenance of rest room area and daily dock services and dry storage.

Christina Barna, Corporate Secretary
7514 Republic Ct. #103
Alexandria, Virginia 22306

Telephone: 703 768-3008

Offsite Management (concessioner):

Name/Title/Address:

Buzzard Point Boatyard Corp.
Edwin E. Cohn, President
P.O. Box 8114 SW. Station
Washington, D.C. 20024

Telephone: 202 488-8400

Duties and Responsibilities:

General corporate reporting and liaison with National Capital Parks - East. Financial and facility development, and planning and coordination with local, regional and federal government entities.

National Park Service:

Superintendent
National Capital Parks - East
1900 Anacostia Drive, SE.
Washington, D.C. 20020

Telephone: 202 433-1182

HOURS AND DATES OF OPERATION

All facilities and services shall be operated in accordance to the hours authorized by the Superintendent (see below). The hours of operation shall be prominently displayed at the Marina in such a manner as to be easily visible to the public.

Slip rental: Year-round basis

Boat rental: Summer Season

Summer months: April through November

Closed Mondays

Open Tuesday--Sunday: 10 a.m. to 5 p.m.

Winter months: December through March

Closed Mondays & Tuesdays

Open Wednesday-- Sunday: 10 a.m. to 5 p.m.

The concessioner will notify NCP-East Headquarters by phone whenever it may be necessary to close all or part of the Marina facilities. Such reason for closure shall be given to the Superintendent who will then make the final determination as to whether there is justification for such closure.

STAFFING AND EMPLOYMENT PRACTICES

All facilities and services must be properly staffed so as to prevent undue service delays. An employee in charge of the Marina shall be on duty during the official hours of operation as approved by the Superintendent.

The concessioner will train its employees in the appropriate public service skills in connection with the services as provided by the concessioner under the concession contract.

RATES

All rates to be charged shall not exceed those approved by the Superintendent. The Superintendent will approve or disapprove rates in accordance with National Park Service comparability guidelines and any applicable policies. The Superintendent or his representative will make periodic checks for rate compliance without prior notice.

Requests for rate increases by the concessioner must be submitted in writing to the Superintendent at least 45 days prior to the date the increase would be put into effect. All requests should contain sufficient justification including comparability data it may have developed.

All rates are to remain in effect until further notice and approval by the Superintendent and must be prominently displayed for the convenience of the patrons.

LAND ASSIGNMENT

A separate land assignment document has been executed and made part of the concession contract. The pieces and parcels of Government-owned lands in Square S. 667, U.S. Reservations 629 and 562 consisting of approximately 33,369 square feet are delineated on the land assignment document. The document shows the boundaries of the land area to be assigned to the concessioner and also shows all structures on the land that are assigned to the concessioner.

SAFETY

The concessioner will notify the National Park Service immediately of any injury or property damage accident that comes to its attention. All applicable OSHA requirements and any other Federal and District of Columbia safety regulations will be adhered to.

SECURITY

The concessioner is responsible for securing the buildings, equipment, and facilities under its control and use. The concessioner should develop and implement a crime prevention/physical security program to include any and all structures (both Government-owned and concessioner-owned) used in the operation and all lands within the assigned area. The plan will identify how the facility is secured at the end of the day, who is responsible for locking doors, windows, securing of monies and/or goods, checking to be sure no potential fire hazard exists, person(s) assigned keys to have access to facilities before and after official hours, person(s) to contact in case of emergency, etc.

INSPECTIONS AND EVALUATIONS

Periodic inspections by representatives of the Superintendent will be performed in accordance with the National Park Service Concession Evaluation program to assure compliance with the permit and to determine the performance level of the concessioner. Periodic safety and health inspections will also be performed by the appropriate National Park Service and Public Health Service personnel.

An annual operational rating is made by the Superintendent after a careful review of the periodic rating and a separate evaluation of the concessioner's compliance with the requirements of the contract under which it operates. The annual rating is used as the basis for granting a right of preference to contract renewal or termination.

PUBLIC INFORMATION AND ADVERTISING

Any and all advertising matter and news releases must be submitted to the Superintendent prior to printing. The Superintendent shall determine that it is accurate, suitable, and in conformance with the administrative policies of the National Park Service. The advertising should be restrained, simple and direct. Billboard advertising is prohibited.

ANNUAL OPERATING PLAN

At the end of the summer season during each year of operation, the operational plan will be reviewed by NPS and the concessioner and will be revised as necessary.

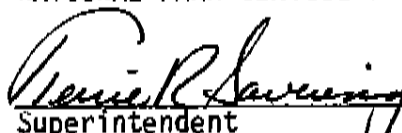
REPORTING REQUIREMENTS

In accordance with the requirements of Section 8 of the concession contract, the concessioner will submit not later than 60 days after the last day of the concessioner's operating year, a financial report for the preceding year and such other data as may be required by the Service.

BUZZARD POINT BOATYARD CORP.

BY Title PRES.Date 8/21/87

NATIONAL PARK SERVICE


Superintendent
National Capital Parks-EastDate 1-25-88

Buzzard Point Marina
Annual Maintenance Agreement
Concessions Permit No. CP3500-2-0002

Appendix I

Buildings and/or structures, equipment and furnishings
assigned to Concessioner

Description

Metal floating docks (approximately 402 linear feet with 52 boat slips).

Fiberglass floating docks (approximately 330 linear feet with 22 boat slips).

Modern comfort station with showers.

Metal fencing around perimeter of marina.

Waste pump-out station.

Buzzard Point Marina
Annual Maintenance Agreement
Concessions Permit No. CP3500-2-0002

Appendix II

Buildings and/or structures, equipment and furnishings
owned by the Concessioner

Description

Metal structure, 20' x 40', combination lounge and storage building.

Floating office barge.

Two hoists.

One electric winch-operated dolly launch.

C-38 Book.



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Region

1100 Ohio Drive, S.W.

Washington, D.C. 20242

Buzzard
Contract

IN REPLY REFER TO:

C3823 (NCR-OCM)

DEC 30 2003

Mr. Ed Cohn
President
Buzzard Point Boat Yard Corporation
P.O. Box 70079 S.W. Station
Washington, D.C. 20024

Dear Mr. Cohn:

Pending the development and solicitation of a prospectus for a concession contract covering the services which you are currently providing, the National Park Service will not be able to award that document prior to the expiration of your current contract.

Accordingly, under the provision of your current concession contract which provides for your continued operation of Buzzard Point Boat Yard for a reasonable period of time after expiration, the National Park Service hereby authorizes you to continue operation of visitor services for a period not to exceed 1 year from December 31, 2003 (your contract's present expiration date), under the terms and conditions of your current contract, as amended. This continuation of operations does not affect your rights, if any, with respect to selection for award of a new concession contract.

Please indicate your receipt of this authorization by signing this letter in the space provided below and returning a fully executed copy of this letter to the regional concessions management office no later than January 10, 2004. If you have any concerns about continuing these services under the terms of this authorization, please advise this office in writing immediately.

We have enclosed an additional copy of this letter for your files. We thank you for your continued service of the National Park Service visitors.

Sincerely,

Regional Director, National Capital Region

Enclosure

Accepted:

Buzzard Point Boat Yard Corporation

Ed Cohn, President

Date:

1/5/04

ACTING



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Region
1100 Ohio Drive, S.W.
Washington, D.C. 20242

IN REPLY REFER TO:

C3823 (NCSO-OCM)

DEC 30 2002

Mr. Ed Cohn

President

Buzzard Point Boat Yard Corporation

P.O. Box ~~8114~~, S.W. Station

Washington, D.C. 20024

P.O. Box 70079 S.W. STATION

**NEW
Correct Address**

Re: National Park Service Concession Contract Number CC300080001

Dear Mr. Cohn:

Pending the development and solicitation of a prospectus for a concession contract covering the services which you are currently providing, the National Park Service will not be able to award that document prior to the expiration of your current contract.

Accordingly, under the provisions of your current concession contract which provides for your continued operation of Buzzard Point Boat Yard for a reasonable period of time after expiration, the National Park Service hereby authorizes you to continue operation of visitor services for a period not to exceed 1 year from December 31, 2002 (your contract's present expiration date), under the terms and conditions of your current contract, as amended. This continuation of operations does not affect your rights, if any, with respect to selection for award of a new concession contract.

Please indicate your receipt of this authorization by signing this letter in the space provided below and returning a fully executed copy of this letter to the regional Concessions management office no later than January 10, 2003. If you have any concerns about continuing these services under the terms of this authorization, please advise this office in writing immediately.

We have enclosed an additional copy of this letter for your files. Thank you for your continued service of the National Park Service visitors.

Sincerely,

Joseph M. Lawler

"ACTING"
Joseph M. Lawler

ACTING

Regional Director, National Capital Region

Enclosure

Accepted:

Buzzard Point Boat Yard, Corporation

Ed Cohn

Ed Cohn, President

1-15-03

Date

REC'd 1-15-03
by MAIL

OLD Box # 8114

CALLIED WANDA AND
ASK her to LET
REGION KNOW ^{Box} 7007



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Region

1100 Ohio Drive, S.W.

Washington, D.C. 20242

IN REPLY REFER TO:

C3823(NCR-OCM)

DEC 17 2001

EJF 1/04/02
Sney 1/4/02

C-38-File(original)

C-38 Book

C-3823 Buzzard Pt.
File

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

Re: NPS Concession Contract Number CC 300080001

Dear Mr. Cohn:

Pending the development and solicitation of a prospectus for a concession contract covering the services which you are currently providing, the National Park Service will not be able to award that document prior to the expiration of your current contract.

Accordingly, under the provisions of your current concessions contract which provides for your continued operation of Buzzard Point Boatyard for a reasonable period of time after expiration, the National Park Service hereby authorizes you to continue operation of visitor services for a period not to exceed 1 year from December 31, 2001 (your contract's present expiration date), under the terms and conditions of your current contract, as amended. This continuation of operations does not affect your rights, if any, with respect to selection for award of a new concession contract.

Please indicate your receipt of this authorization by signing this letter in the space provided below and returning a fully executed copy of this letter to the regional Concessions Management office no later than December 21, 2001. If you have any concerns about continuing these services under the terms of this authorization, please advise this office in writing immediately.

We have enclosed an additional copy of this letter for your files. Thank you for your continued service of National Park Service visitors.

Sincerely,

Regional Director, National Capital Region

Accepted:

BUZZARD POINT BOATYARD CORPORATION

Ed Cohn, President12/21/01
Date

Enclosure

C38(NCSO-OCM)

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

Dear Mr. Cohn:

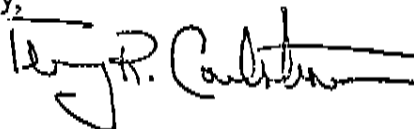
Pending the adoption of concession contracting regulations and standard concession contract language implementing the provisions of Public Law 105-391, the National Park Service generally will not be able to enter into new long-term concession contracts and permits. Accordingly, pursuant to section 403(11) of Public Law 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your concession contract (CC300080001) is hereby extended to December 31, 2001. All other terms and conditions of the contract will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office. Please retain a copy for your files.

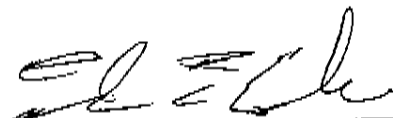
Thank you for your continued operation of Buzzard Point Marina as well as your interest in the National Park Service.

Sincerely,



Regional Director, National Capital Region

Accepted:

By 
Ed Cohn, President

Date: 1/14/00



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Area
1100 Ohio Drive, SW.
Washington, D.C. 20242

C38(NCSO-OCM)

JAN 28 1999

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114 SW.
Washington, D.C. 20024


Dear Mr. Cohn:

On November 13, 1998, President Clinton signed into law P.L. 105-391, which immediately rescinded the Concessions Policy Act (P.L. 89-249). As a result of the passage of P.L. 105-391, the National Park Service generally will not be able to enter into new long term concession contracts and permits until final adoption of new concession contract regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of P.L. 105-391, and upon return to the undersigned a copy of this letter agreement with your original signature, your concession contract (CC-300080001) is hereby extended to December 31, 1999. All other terms and conditions of the contract will remain the same, subject to the terms of P.L. 105-391.


Our planning efforts associated with your concession operation will continue. As soon as the new concession contract regulations are adopted, it is our intent to proceed toward the completion of a new concession contract. You will be notified immediately when a solicitation for award of a new concession contract covering the services provided by you is issued.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office. Thank you for your continued operation of the Buzzard Point Boatyard as well as your interest in the National Park Service.

Sincerely,

ACTING 
Regional Director, National Capital Region

Accepted:

By: 
Buzzard Point Boatyard Corporation

Title: DRES.Date: 3/18/99



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Area
1100 Ohio Drive, SW.
Washington, D.C. 20242

C38(NCR-OCM)

SEP 26 1997

INTERIM LETTER OF AUTHORIZATION

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

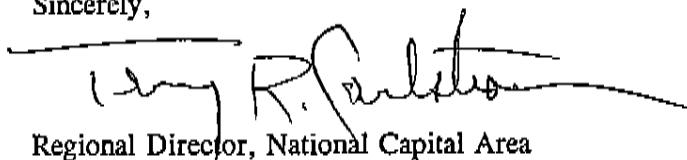
Dear Mr. Cohn:

Concession Contract No. CC-300080001 between the National Park Service and Buzzard Point Boatyard Corporation expired August 31, 1993. On August 30, 1996, an Interim Letter of Authorization, which expired on August 31, 1997, was issued for a term of 1 year. Due to unforeseeable planning delays, it becomes necessary to issue a new authorization before the renewal process will be completed. Upon completion of this process, it is still our intention to renew the contract authorizing the continuance of the marina services now being provided on the Anacostia River within National Capital Parks-East.

This new Interim Letter of Authorization is for a term of 1 year in order to insure the continuation of services at Buzzard Point Marina. Upon your acceptance, as evidenced by your execution hereof, this letter shall constitute authorization to continue services pursuant to the terms and conditions set forth in Concessions Contract No. CC-300080001. This extension, effective September 1, 1997, shall terminate August 31, 1998, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by August 31, 1998, a new Interim Authorization may be executed.

Please indicate your acceptance by executing the original and one enclosed copy of this letter and return them to our office. An additional signed copy is provided for your files.

Sincerely,


Regional Director, National Capital Area

Enclosures (2)

ACCEPTED THIS 7 day of October, 1997.By: Title: President



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Area
1100 Ohio Drive, SW.
Washington, D.C. 20242

Dacey 10/1/96
Ed - 10/21/96
C-3823. Buzzard P.

C38 (NCR-OCM)

AUG 30 1996

INTERIM LETTER OF AUTHORIZATION

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

Dear Mr. Cohn:

Concession Contract No. CC-300080001 between the National Park Service and Buzzard Point Boatyard Corporation expired August 31, 1993. On August 31, 1995, an Interim Letter of Authorization, which expired on August 31, 1996, was issued for a term of 1 year. Due to unforeseeable planning delays, it becomes necessary to issue a new authorization before the renewal process will be completed. Upon completion of this process, it is still our intention to renew the contract authorizing the continuance of the marina services now being provided on the Anacostia River within National Capital Parks-East.

This new Interim Letter of Authorization is for a term of 1 year in order to insure the continuation of services at Buzzard Point Marina. Upon your acceptance, as evidenced by your execution hereof, this letter shall constitute authorization to continue services pursuant to the terms and conditions set forth in Concessions Contract No. CC-300080001. This extension, effective September 1, 1996, shall terminate August 31, 1997, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by August 31, 1997, a new Interim Authorization may be executed.

Please indicate your acceptance by executing the original and one enclosed copy of this letter and return them to our office. An additional signed copy is provided for your files.

Sincerely,

Field Director, National Capital Area

Enclosures (2)

ACCEPTED THIS 30 day of August, 1996.

By: _____

Title: _____



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Region
1100 Ohio Drive, SW.
Washington, D.C. 20242

C38 (NCR-OCM)

AUG 31 1995

INTERIM LETTER OF AUTHORIZATION

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024


Dear Mr. Cohn:

Concession Contract No. CC-300080001 between the National Park Service and Buzzard Point Boatyard Corporation expired August 31, 1993. On August 23, 1994, an Interim Letter of Authorization, which expires on August 31, 1995, was issued for a term of 1 year. Due to unforeseeable planning delays, it becomes necessary to issue a new authorization before the renewal process will be completed. Upon completion of this process, it is still our intention to renew the contract authorizing the continuance of the marina services now being provided on the Anacostia River within National Capital Parks-East.

This new Interim Letter of Authorization is for a term of 1 year in order to insure the continuation of services at Buzzard Point Marina. Upon your acceptance, as evidenced by your execution hereof, this letter shall constitute authorization to continue services pursuant to the terms and conditions set forth in Concessions Contract No. CC-300080001. This extension, effective September 1, 1995, shall terminate August 31, 1996, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by August 31, 1996, a new Interim Authorization may be executed.

Please indicate your acceptance by executing the original and one enclosed copy of this letter and return them to our office. An additional signed copy is provided for your files.

Sincerely,

ACTING 
Field Director, National Capital Area

Enclosures (2)

ACCEPTED THIS 31 day of AUG, 1995.By: Title: PRES.



United States Department of the Interior

NATIONAL PARK SERVICE

NATIONAL CAPITAL REGION
1100 OHIO DRIVE, S. W.
WASHINGTON, D.C. 20242



Ticky 9/6/94

C38(NCR-OCM)

AUG 23 1994

INTERIM LETTER OF AUTHORIZATION

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

Dear Mr. Cohn:

Concession Contract No. CC-300080001 between the National Park Service and Buzzard Point Boatyard Corporation expired August 31, 1993. On August 23, 1993, an Interim Letter of Authorization, which expires on August 31, 1994, was issued for a term of 1 year. Due to unforeseeable planning delays, it becomes necessary to issue a new authorization before the renewal process will be completed. Upon completion of this process, it is still our intention to renew the contract authorizing the continuance of the marina services now being provided on the Anacostia River within National Capital Parks-East.

This new Interim Letter of Authorization is for a term of 1 year in order to insure the continuation of services at Buzzard Point Marina. Upon your acceptance, as evidenced by your execution hereof, this letter shall constitute authorization to continue services pursuant to the terms and conditions set forth in Concessions Contract No. CC-300080001. This extension, effective September 1, 1994, shall terminate August 31, 1995, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by August 31, 1995, a new Interim Authorization may be executed.

Please indicate your acceptance by executing the original and one enclosed copy of this letter and return them to our office. An additional signed copy is provided for your files.

Sincerely,

Regional Director, National Capital Region

Enclosures (2)

ACCEPTED THIS 31 day of AUG, 1994.

By:

Title: PRES.



United States Department of the Interior

NATIONAL PARK SERVICE

NATIONAL CAPITAL REGION
1100 OHIO DRIVE, S. W.
WASHINGTON, D.C. 20242



Ed 8/23

C38 (NCR-OCM)

INTERIM LETTER OF AUTHORIZATION

C-3817

Mr. Ed Cohn
President
Buzzard Point Boatyard Corporation
P.O. Box 8114, SW. Station
Washington, D.C. 20024

28 AUG 1993

Dear Mr. Cohn:

Concession Contract No. CC-300080001 between the National Park Service and Buzzard Point Boatyard Corporation is scheduled to expire August 31, 1993. We intend to renew the contract authorizing the continuance of the marina services now being provided, however, we have not completed our planning for this new contract.

In the meantime, we find it necessary to issue an Interim Letter of Authorization in order to insure continuation of services at Buzzard Point Boatyard Corporation in National Capital Parks-East. This letter shall, upon your acceptance as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to the terms and conditions set forth in Concession Contract No. CC-300080001.

This Interim Authorization shall terminate on August 31, 1994, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by August 31, 1994, a new Interim Authorization may be executed.

Please indicate your acceptance by executing the original and one enclosed copy of this letter and return them to our office. An additional signed copy is provided for your files.

Sincerely,



Regional Director, National Capital Region

Enclosures (2)

ACCEPTED THIS 24 day of AUG., 1993.By: Title: PRE3.